

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of August 1, 2000

by and between

**VERIZON NEW ENGLAND INC.,
d/b/a
VERIZON MAINE
and**

HARVARDNET, INC.

INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 1st day of August, 2000 (the "Effective Date"), by and between Verizon New England Inc., d/b/a Verizon Maine ("Verizon"), a New York corporation with offices at 185 Franklin Street, Boston, Massachusetts, 02110, and HarvardNet, Inc. ("HarvardNet") a Delaware corporation with offices at 500 Rutherford Avenue, Charlestown, Massachusetts 02129 (each individually, a "Party" and, collectively, the "Parties").

WHEREAS, HarvardNet has requested, pursuant to Section 252(i) of the Act, that Verizon make available to HarvardNet Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between US West Enterprise America, Inc., d/b/a Enterprise America, Inc. and Verizon, dated as of September 1, 1999 for Maine, approved by the Maine Public Utilities Commission (the "Commission") under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the "Separate Agreement"); and

WHEREAS, Verizon has undertaken to make such terms and conditions available to HarvardNet hereby only because of, and to the extent required by, Section 252(i) of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HarvardNet and Verizon hereby agree as follows:

1.0 Incorporation of Separate Agreement and Appendix 2 by Reference

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, and of Appendix 2 attached hereto, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to US West Enterprise America, Inc. or Enterprise America, Inc. or US West shall for purposes of this Agreement be deemed to refer to HarvardNet.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the

expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is September 1, 2001) or (b) the Separate Agreement is otherwise terminated or expires.

1.4 All references in the Separate Agreement to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.5 All usage data to be provided pursuant to Sections 6.3.8 and 6.3.9 of the Separate Agreement shall be sent to the following address on behalf of *HarvardNet*:

James Newman
Vice President of Operations
HarvardNet, Inc.
500 Rutherford Avenue
Charlestown, MA 02129

1.6 All certificates or other proof of insurance to be sent to Verizon under Section 21.3 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Verizon Wholesale Markets
Room 1423
1095 Avenue of the Americas
New York, New York 10036

1.7 All notices, affidavits, exemption-certificates or other communications to *HarvardNet* under Section 28.6.7 of the Separate Agreement shall be sent to the following address:

Melanie Haratunian
General Counsel
HarvardNet, Inc.
500 Rutherford Avenue
Charlestown, MA 02129

1.8 All notices, affidavits, exemption-certificates or other communications to Verizon under Section 28.6.7 of the Separate Agreement shall be sent to the following address:

Tax Administration
Verizon Services Corp.
1095 Avenue of the Americas
Room 3109
New York, New York 10036
Telephone: (212) 395-1280
Facsimile: (212) 597-2915

1.9 Notices to HarvardNet under Section 28.10 of the Separate Agreement shall be sent to the following address:

Melanie Haratunian
General Counsel
HarvardNet, Inc.
500 Rutherford Avenue
Charlestown, MA 02129
Tel: 617-242-1700
Fax: 617-242-6991

1.10 Notices to Verizon under Section 28.10 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services
Verizon Wholesale Markets
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with a copy to:

Verizon Network Services Corp.
Attn: Jack H. White, Jr.,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Verizon Maine
Attn: General Counsel
14th Floor
185 Franklin Street
Boston, MA 02110

1.11 Schedule 4.1 set forth at Appendix 2 hereto shall replace and supersede in its entirety Schedule 4.1 of the Separate Agreement.

2.0 Clarifications

2.1 The entry into, filing and performance by Verizon of this Agreement does not in any way constitute a waiver by Verizon of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with HarvardNet's election under Section 252(i) of the Act.

2.2 Notwithstanding any other provisions of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as HarvardNet has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in the State of Maine as a local exchange carrier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

HARVARDNET, INC.

VERIZON MAINE

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

[Appendix](#)